1. ACCEPTANCE. These Terms and Conditions of Purchase and all documents referenced herein (collectively, the “Order”) is an offer by Marmon Aerospace & Defense, LLC (“Buyer”) to purchase the goods ("Goods") and/or services (“Services”) and together with the Goods, the “Deliverables”) described in Buyer’s purchase order from the person or entity to whom the purchase order is addressed ("Seller” or “You”). Acceptance is limited to the terms and conditions which govern the purchase of Deliverables by Buyer and supersede all prior and contemporaneous terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the provisions of the Order is hereby deemed material and objected to and rejected. No terms of any document or form submitted by Seller shall be effective to alter or add to the provisions contained in the Order. Unless otherwise stated herein, Seller’s acknowledgment of the Order, shipment of Goods or commencement of any Services shall constitute acceptance by Seller of the Order.

2. PRICES. The prices are the lower of Seller’s prevailing prices or as stated on the Order and are fixed and not subject to increase. Unless otherwise expressly agreed by Buyer in writing, the price includes all taxes (sales, use, excise, privilege, ad valorem, and other taxes, duties, tariffs and assessments now or hereafter imposed or levied) and charges for packing, loading, storage, and transportation to Buyer’s designated point of delivery. Any price reduction subsequent to the Order but prior to payment will be applied to the Order. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order. Forecasts, estimates and similar projections of Buyer or Buyer’s customers at all reasonable times and places, including during production, shall have no obligation to purchase or otherwise compensate Seller for any of Seller’s finished products, work in process or raw materials, not expressly covered by an Order issued by Buyer. If Seller sells or offers to sell any goods or services of the same or similar type as the Deliverables at a lower price and/or on more favorable terms or conditions than are set forth in the Order, Buyer shall notify Seller of where and on what terms and conditions the goods are being offered, and Seller shall provide the difference to Buyer, whereupon Seller shall have the option to have such more favorable price, terms and/or conditions applied to this Order and Orders thereafter.

3. PAYMENT TERMS. Seller shall issue an invoice to Buyer on or any time after the completion of delivery of the Goods, and unless otherwise agreed to by Buyer in writing, payment (including death, injury and property damage); (ii) actual or alleged act, omission, negligence or failure to comply with the Order or any other agreement between Buyer and Seller; (iii) any Recall; (iv) Buyer’s prior written consent. This indemnification is in addition to the warranty obligations of Seller to Buyer.

9. INSURANCE. Seller shall obtain and at all times in which the Order is in effect and for no less than two (2) years thereafter, maintain at its cost insurance as designated by Buyer from time to time, but no less than insurance with insurers having a current A.M. Best rating of “A- VIII” or better, (1) primary comprehensive or commercial general liability insurance with limits of at least $2 million per occurrence and aggregate maximum limit of $2 million, excluding any involuntary liability arising out of a $2 million products-completed operations aggregate and a $2 million general aggregate, including coverage for: (i) Products and Completed Operations liability; (ii) Blanket Contractual liability; and (iii) Cross Liability endorsement or Severability of Interest clause. Insurance required shall: (1) be endorsed to insure Buyer, its officers, directors, employees, representatives and agents as additional insureds; (2) be endorsed to waive any rights of subrogation against Buyer; (3) provide contractual liability coverage to Seller for its indemnity obligations; and (4) be endorsed to provide that such insurance is primary and to non-contributory with any other insurance obtained by, or for on behalf Buyer, including the Buyer’s insurance and any other insurance maintained by Buyer. Seller shall provide certificates of insurance to Buyer no less than 30 days prior to the effective date of cancellation or material reduction of any required insurance coverage. Prior thereto and at any time upon reasonable request, Seller shall provide certificates of insurance to Buyer along with other documentation as may be reasonably necessary for Buyer to evidence the insurance coverages required herein. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer’s insurers and Buyer.

10. CHANGES. No change to any Order is binding upon Buyer unless it is in a signed writing, and party as of the effective date of such termination. Upon receipt of notice at any time to make changes in drawings, specifications, quantities, materials, packaging, time and place of delivery, and method of transportation, and cancel an Order, in whole or in part, without liability. If any such change results in an increase or decrease in the cost or the time required for performance, an equitable adjustment may be made by Buyer or Buyer may, at its option, terminate an Order and increase or decrease the change order. Seller shall accept any change order, or recall, replace or remediate any Goods or any of Buyer’s products in which Goods are incorporated, Seller shall be liable to Buyer and its customers for all damages, costs and expenses with regard to the foregoing, including, without limitation, attorneys’ fees and court costs.

11. EXCUSE MATERIEL. Buyer shall not be liable for failure to deliver the Goods or to perform services or to perform hereunder if such failure or inability is due to causes beyond Buyer's control.

12. TERMINATION. Buyer may terminate any Order, in whole or in part, without liability to Buyer at any time, if: (i) Seller breaches the Order or fails to deliver the Goods or to perform the Services by the dates specified in the Order; (ii) a petition initiating a proceeding under any applicable Law relating to bankruptcy, insolvency, or reorganization is filed by or against Seller; (iii) Seller is insolvent or executes an assignment for the benefit of creditors; (iv) a receiver is appointed for Seller or any substantial part of its assets; (v) Buyer is insecure with respect to Seller's ability to perform and Seller is unable to provide Buyer with satisfactory assurance of ability to perform within five days after Buyer's request therefor; or (v) Buyer provides no less than seven (7) days’ written notice to Seller. Buyer's rights and remedies are cumulative, not exclusive and in addition to its rights and remedies at law, in equity or otherwise. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination. Upon receipt of notice of any termination, Seller shall, unless the notice directs otherwise, immediately discontinue all work.

13. PROPERTY. Title to and right of immediate possession of any property, including, without limitation, patterns, tools, jigs, dies, equipment and materials ("Buyer’s Property") furnished or paid for shall remain with Buyer until the last payment due thereon is fully paid. Buyer’s Property shall be insured for its full value, and Buyer shall, at Buyer’s request, immediately deliver Buyer's Property to Buyer, prior to any such request by Buyer.

14. CONDITIONS. Seller does not warrant the manufacture, sale, performance and use of the Deliverables will not infringe any patent, copyright, trademark, trade secret, know how or any other intellectual property or proprietary right ("IP Right"). If all or any portion of the Deliverables to Buyer is held to constitute an infringement of a patent or copyright, trademark, trade secret, know how or any other intellectual property or proprietary right, applicable law, rules, regulations, or requirements, or if such Deliverables is found to be defective or nonconforming in any respect, Seller shall promptly, and at its own expense, either procure for Buyer the right to continue to use such Goods royalty-free or replace such Goods to Buyer's satisfaction with non-infringing goods of equal quality and performance.

15. INFORMATION. All information, documents, specifications, suggestions, comments and data (“Information”) heretofore or hereafter furnished or disclosed by Buyer to Seller is and shall remain the confidential and proprietary information of Buyer and shall be treated in strict confidence and only used for purposes of fulfilling the Order. Further, Seller shall not in any manner advertise or publish any fact that has furnished Buyer with Deliverables without the prior written consent of Buyer. BUYER MAKES NO WARRANTY WITH RESPECT TO INFORMATION. ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO ANY INFORMATION PROVIDED BY BUYER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

16. INVOICES. The party agrees that for any transactions, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to an Order may be maintained in electronic format; a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of any Order nor any document created thereon, based on the use of a facsimile signature, electronic order or the use of an electronic copy.

17. MISCELLANEOUS. All waivers by Buyer shall be in writing. No delay or omission in exercising any power or remedy, by reason of such delay or omission, shall be construed to be a waiver of any default or acquiescence therein. Seller shall not assign any Order or any monies due to or be due from Buyer without Buyer's prior written consent. The Order shall be construed in accordance with the laws of the state of Buyer’s principal place of business or the state of Buyer’s incorporation, without regard to any rules on conflicts of laws. In
case any one or more provisions contained in an Order shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Provisions which by their nature should survive will remain in force after any termination or expiration. The section headings contained herein are not part of the Order and are included solely for the convenience of the parties. If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order.

20. Marmon Aerospace & Defense requires products or services to be manufactured/supplied per the requirements of your registered/accredited quality management system, as applicable (e.g., ISO 9001, AS9100, ISO 17025).

21. Marmon Aerospace & Defense requires our suppliers to inform us of any nonconforming product and, as applicable, to obtain Marmon Aerospace & Defense approval prior to shipment.

22. We require you to inform Marmon Aerospace & Defense of any changes in product or manufacturing process and, as applicable, to obtain Marmon Aerospace & Defense approval prior to any such change.

23. Marmon Aerospace & Defense requires our suppliers to pass down any and all applicable requirements from this Purchase Order to your suppliers, including critical quality characteristics.


25. When applicable, seller shall provide Certificates of Conformance and Analysis and Test Data Results for materials supplied to Marmon Aerospace & Defense.

26. Marmon Aerospace & Defense requires our suppliers to provide Test Specimens, as applicable.

27. As applicable, Marmon Aerospace & Defense requires the retention of any Test Specimens, Test Data Results, and Certificates of Conformance and Analysis for a period not less than 7 years.

28. Marmon Aerospace & Defense requires your company’s compliance with all applicable Product Stewardship Initiatives, such as RoHS, REACH, and The Dodd-Frank restrictions on the use of Materials sourced from Prohibited Regions (Conflict-free). As applicable, we require you to provide evidence of your company’s Environmental Initiatives, and Certificates of Conformance with Regulations and Restrictions.

29. Marmon Aerospace & Defense requires that all of our suppliers conduct their business in compliance with all applicable laws governing trade, manufacturing, labor, environmental hazard controls, and all other known restrictions or initiatives enforced to ensure the ethical integrity of our supply chain.